



Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3393

TO: All Prospective Offerors

DATE: 03/26/98

SUBJECT: Request for Proposals (RFP) No. DE-RP36-98GO10219
Photovoltaic-Technology Specific Super Energy Savings Performance Contract (PV SUPER ESPC) Solicitation for U.S. Department of Energy (DOE)/Golden Field Office (GO)

A Draft RFP for subject solicitation was issued in April of 1997 in order to obtain industry, financial community and other agency and entity comment on both the content and planned approach for competition of the services now to be acquired. The draft process was used as this is the first competitive technology-specific SUPER ESPC action being pursued by the DOE. Based on the comments received, the attached RFP is hereby issued as a firm requirement, and your submission of offers in accordance with its requirements are invited and encouraged.

The purpose of this solicitation is to select several DOE-qualified energy service companies (ESCOs) to provide energy retrofits based primarily on installation of a photovoltaics (PV) system in federally owned facilities under the format of Indefinite Delivery/Indefinite Quantity (IDIQ) SUPER energy savings performance contract (SUPER ESPC) awards. These contracts are intended for award by no later than September 1998, and will be in addition to the multi-technology SUPER ESPC contract awards which have been and continue to be solicited and awarded for the six DOE regions of the United States and its territories. As indicated, the IDIQ contract award(s) against this solicitation will require that projects procured as delivery orders against the contract(s) will be primarily PV projects. The multi-technology and technology-specific SUPER ESPC contracts awarded are, therefore, intended to complement one another and increase the participation of the overall energy industry, and not compete with one another.

For those unfamiliar with the SUPER ESPC process, the IDIQ contract itself does not award a project for services, but rather provides the general terms and conditions applicable to all delivery orders to be issued against it, UNLESS changed or superseded by terms and conditions included in the delivery orders, as permitted by the contract. This is necessary due not only to the intended use of these contracts by all federal agencies who have differing and additional regulations and procedures, but also to the expected wide variety of projects. This structure, plus the fact that only the several contractors receiving awards need to be competed for specific projects, and then not always, based on the availability of certain sole source exceptions, results in a more rapid, streamlined and flexible procurement process.

An ESPC contract is permitted to have a contract term of up to twenty-five years, and the delivery orders against it may also be up to twenty-five years, but their terms are shortened to a maximum length based on the remaining years left in the term of the SUPER ESPC contract. Offerors should take note of the ordering period limitation provision at Section B.4 of the RFP that states that the ordering period may end at the end of the five year legal authority that commenced with the issuance of the regulation on Energy Savings Performance Contracting on April 10, 1995. The Government intends at a future date to modify the contracts that result from this solicitation to extend the ordering period specified, when the legal authority is extended.

The contractor receiving a delivery order project will incur all the risk and expense of installation and implementation of that project, to include its financing, and in most cases operations and maintenance during the term of the delivery order, and receive monthly payments based on the annual fixed payment schedules, as established in negotiations of the order. The annual fixed payments may be adjusted based on annual energy audits that will be conducted on or about each anniversary of the Government acceptance of the energy conservation measures' (ECMs) installation date for a specific delivery order award. In the event the annual energy audit reveals that the annual guaranteed energy savings (in both dollars and energy units) were not sufficient to cover the annual contractor payments for the annual period covered, then adjustments shall be made to the next annual year's payments for the shortfall, and for the anticipated shortfall for the current year. These adjustments shall be made until the contractor can submit evidence, approved by the Contracting Officer for the delivery order, that the performance efficiency problems causing the shortfall have been corrected.

The annual payments made to the contractor, in any case, may not exceed the annual energy and maintenance savings created by the improvements made from installation of energy savings measures.

The provisions in Sections H.23 through H.29 of the solicitation prescribe the procedures that will be used in describing, evaluating, selecting and awarding delivery orders issued against the IDIQ contracts awarded as a resulting of this solicitation. Subsequent to awards resulting from this solicitation, DOE will provide both a prescriptive delivery order request for proposal (DO RFP) and standard data package (SDP) formats for use by federal agencies to describe projects for which proposals will be requested. (See Section H.24 of the RFP.) These formats are intended to simplify the delivery order award process even further, as well as make it consistent. The RFP requires that either these formats be used, or agency-developed ones that reflect the same contents.

Federal agencies choosing to place delivery orders against the awarded IDIQ contracts resulting from this solicitation will enter into Memoranda of Understanding (MOUs) with DOE which will specify the parties' responsibilities and identify some minimal agency reporting requirements. DOE will authorize federal agencies to place delivery orders against the contracts, on condition of a DOE review of the delivery order solicitations and orders prior to issuance. This condition may be removed by DOE for a specific agency once that agency has successful experience with the process.

For those unfamiliar with a DOE solicitation, it is divided into the twelve standard sections of a federal competitive procurement conducted in accordance with the Federal Acquisition Regulation (FAR), and overall termed the "Schedule." The following table outlines these sections:

Section	Contents
B	Supplies or Services and Prices/Costs
C	Description/Specifications/Work Statement
D	Packaging and Marking
E	Inspection and Acceptance
F	Deliveries or Performance
G	Contract Administration Data
H	Special Contract Requirements
I	Contract Clauses
J	List of Documents, Exhibits, and Other Attachments
K	Representations, Certifications and other Statements of Offeror
L	Instructions, Conditions and Notices to Offerors
M	Evaluation Factors for Award

Sections B through J of this RFP also represent what will ultimately be included in the resulting contracts as terms and conditions. Some provisions in the solicitation are included, therefore, although unnecessary for solicitation purposes. This is done primarily for contracting office administration purposes, but also for the benefit of the offerors to see how the language is intended to read in the awards.

Proposal preparation instructions and proposal evaluation criteria are outlined in the last two sections of the solicitation, at Part IV, Sections L and M respectively of this solicitation. Carefully reading the criteria in Section M against which offerors will be competitively evaluated for selection, and then carefully providing the information requested in Section L, which will be the basis of conducting that evaluation is critical to a successful response to the RFP. Although the Government reserves the right to establish a competitive range of offerors and conduct discussions prior to making selection(s), award on initial offers, without discussions with offerors is expected. Therefore each initial offer should contain the offeror's best terms from a price and technical standpoint.

The SIC Code for this proposed acquisition is 8711. It is unrestricted and contains no set-aside provisions. However, this proposed acquisition is subject to Public Law 95-507 which established a National Policy that Federal Acquisition provide maximum practicable opportunity for participation to Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals. The Small Disadvantaged Business subcontracting goal in any Subcontracting Plan that will be made a part of an award is expected to be at least 5%.

The Government does not anticipate furnishing Government Property or Facilities for performance of any delivery order projects procured against the eventual contract(s) awarded. This is because of the legislative basis for ESPC, i.e., that the ESCOs incur all up-front costs, to include financing, purchasing and installation of the energy efficient equipment that comprise the delivery order projects, and performance period costs.

An Attachment 1 to the RFP provides Definitions of Terms Which are Applicable to this Contract, which are all considered critical to an understanding of the requirements of this solicitation. Reading these definitions prior to reading the remainder of the solicitation is highly recommended, particularly if the offeror is not familiar with ESPC contracting.

As with all Golden Field Office solicitations, this RFP will be issued via the Internet, on the GO Home Page at <http://www.eren.doe.gov/golden/solicit>. You can locate this solicitation at the home page by clicking on "Doing Business With Us," then "Solicitations," then "Part Three," and lastly the solicitation number. If you requested a paper copy of this solicitation, it is important to note that ANY AMENDMENTS WILL ONLY BE ISSUED ON THE INTERNET HOME PAGE AND WITHOUT ANNOUNCEMENT OF THEM, and therefore potential offerors must check the home page, or call or e-mail the Contracting Officer, to ensure that they are aware of and obtain them.

Your interest in the Department's solicitation is appreciated. Should you need any further assistance in determining your interest in this requirement, please contact Beth H. Peterman at (303) 275-4719, or preferably by e-mail, at beth_peterman@nrel.gov. The provision at Section L.7 provides instructions for submitting questions relative to the solicitation during the proposal preparation period.

Sincerely,

Beth H. Peterman
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1 112 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DE-RP36-98GO10219	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03-26-1998	6. REQUISITION/PURCHASE NO. 36-98GO10219	
7. ISSUED BY US DEPARTMENT OF ENERGY GOLDEN FIELD OFFICE 1617 COLE BOULEVARD, BLDG. 17/3 GOLDEN, CO 80401-3393		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and see L.29 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in with the receptionist at Bldg. 17/3 til 3:00 pm local time 06-01-1998
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and

10. FOR INFORMATION CALL:	A. NAME Beth H. Peterman	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (303) 275-4719
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 u.s.c. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-133

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(c)

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The current standard U.S. Department of Energy set for Section K Representations, Certifications and Other Statements of Offerors or Quoters, is being used for this solicitation. The items required for certification for this solicitation are indicated on the first page of Section K, per the instructions found there.

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**PART I - THE SCHEDULE
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performance of the following items of work:

Item 1 - Provide energy savings performance contracting (ESPC) services for federal facilities located in the United States and its territories.

The services shall be provided in accordance with not only the Statement of Work provided in Section C (Description/Specifications/Work Statement) of this Request for Proposals (RFP), but also in accordance with all provisions in other sections of the RFP, as well as all of its Attachments. Definitions of terms applicable to this contract are provided at Attachment 1 to this solicitation.

(NOTE: There are no Reporting Requirements for this IDIQ contract award. The Anticipated Reporting Requirements for Delivery Order awards against the contract(s) resulting from this RFP are included as Attachment 4 to this RFP, for planning and pricing purposes only; they are NOT Reporting Requirements for awards resulting from this RFP. The ordering agency for a specific delivery order project will include the actual reporting requirements in each specific delivery order issued against this contract.)

UP TO THREE (3) (SEE SECTION L.18, NUMBER OF AWARDS) MAY BE AWARDED AS A RESULT OF THIS SOLICITATION. THE TOTAL MAXIMUM CONTRACT VALUE, INCLUSIVE OF CONTRACTS ISSUED TO ALL AWARDEES AS A RESULT OF THIS SOLICITATION, IS ESTIMATED NOT TO EXCEED:

\$50,000,000

THE MINIMUM TOTAL ORDER(S) VALUE FOR EACH CONTRACT ISSUED TO AN AWARDEE AS A RESULT OF THIS SOLICITATION SHALL BE:

\$50,000

B.2 REQUIRED SERVICES

The Government requires energy savings performance contracting (ESPC) services for Government facilities located in the areas described in Provision B.1 above, and seeks to obtain these services using indefinite delivery, indefinite quantity (IDIQ) energy savings performance contract(s) (ESPCs).

The successful awardee(s) will provide, at no capital cost to the Government, all labor and material to provide PV energy supply systems and related energy efficiency measures to reduce energy consumption, and provide energy cost savings and related operations and maintenance cost savings at specific sites covered by delivery orders placed against the IDIQ contract(s) awarded. Contracted delivery order services may also include operations and maintenance services during a specific delivery order term as required in Section C of and the Attachments to this RFP, the specific delivery order, and/or as proposed by the contractor and accepted by the Government in a delivery order award.

B.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite delivery, indefinite-quantity (IDIQ) contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.4 ORDERING

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders by an authorized Contracting Officer for a United States federal agency. Agency Contracting Officers shall submit draft delivery orders, prior to issuance, to the DOE Contracting Officer for this contract to obtain his/her review and concurrence, unless or until otherwise indicated/rescinded by a DOE Contracting Officer letter to the Agency Contracting Officer.

(b) Such orders may be issued beginning on the date of contract award through April 9, 2000. At the Government's discretion, the ordering period may end on this date, which is the conclusion of the five year legal authority that started with the issuance of the regulation on ESPC on April 10, 1995. However, the Government intends to modify the contract at a future date to extend the ordering period.

(c) All delivery orders are subject to the terms and conditions of this contract, except as modified or superseded by the terms and conditions of a specific delivery order, as permitted by the contract. In the event of a conflict between a delivery order and this contract, the contract provisions shall take precedence, except as permitted by the contract to have the delivery order provisions override them.

(d) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. All delivery orders shall be in writing, and duly signed by an authorized Contracting Officer of a United States federal agency.

B.5 52.216-19 ORDER LIMITATIONS (Modified) (OCT 1995)

(a) The Government estimates it will procure, and thereby establishes as a maximum order amount for the total of all contract awarded as a result of this solicitation of not-to-exceed \$50,000,000 of ESPC services during the twenty-five (25) year term(s) of the contract(s) awarded. Also, the Government guarantees that a minimum of \$50,000 in sum total of periodic payments for ESPC services shall be awarded to EACH contractor receiving an award during that same 25-year ordering period. (See limitation on ordering in Section B.4.) Therefore, the Government is not obligated to procure from any one contractor receiving an award as a result of this solicitation, services that exceed a total value of \$50,000. (This value of services may be represented by anything from a single delivery order for one project, to a number of delivery orders for various projects.) The contractor is likewise never obligated to provide offers for specific proposed delivery order projects, accept orders, or furnish services against this contract.

(b) Notwithstanding paragraph (a) above, the contractor shall honor any order received, including orders exceeding the maximum order limitation identified in paragraph (a), unless that order (or orders) is returned to the Contracting Officer within thirty (30) days after issuance, with written notice stating the contractor's intent not to provide the services called for, and the reasons therefor. Upon receiving this notice, the Government may acquire the supplies or services from another awardee from this solicitation.

B.6 REQUIRED IDIQ SCHEDULES

The IDIQ Schedules in Part III, Section J, Attachment 2 of this solicitation require completion and submission, in accordance with the instructions included in Part IV, Section L, Section L.32.1 Any contract(s) awarded as a result of this solicitation shall include these negotiated schedules, the information in which shall be binding on the contractor(s) throughout the period of performance of the contract(s), and apply to all delivery orders issued against the contract(s). Following are descriptions of each of the six (6) schedules:

SCHEDULE IDIQ-I IDIQ CONTRACT MARK-UPS

Schedule IDIQ-I specifies the maximum mark-up that will be applied to all delivery orders issued under the contract during the contract identified ordering period.

SCHEDULE IDIQ-II IDIQ CONTRACT PROJECT FINANCE CHARGES

Schedule IDIQ-II provides the maximum, fixed, annual percentage rates by dollar value and project term that, when added to current Treasury Bill/Note rates associated with the terms of the projects will be the total percentage project finance charges (not including finance processing fees) that the contractor will charge the Government as a total finance charges for ECM delivery order projects. The finance charges that shall apply to an individual delivery order shall be based on the Treasury Bill/Note identified in the delivery order project proposal plus the negotiated additional percentage rate, in accordance with the IDIQ-II contract maximum.

SCHEDULE IDIQ-III IDIQ CONTRACT IMPLEMENTATION PERIOD PRICE ELEMENTS

Schedule IDIQ-III provides the elements of direct cost that compose the implementation period (installation) price under the contract. Implementation period price elements will remain unchanged through the term of the contract.

**SCHEDULE IDIQ-IV IDIQ CONTRACT IMPLEMENTATION PERIOD MARK-UP
ELEMENTS**

Schedule IDIQ-IV provides the elements of mark-up for the ECM implementation period of a project term. Mark-up elements will remain unchanged through the term of the contract.

SCHEDULE IDIQ-V IDIQ CONTRACT PERFORMANCE PERIOD PRICE ELEMENTS

Schedule IDIQ-V provides the elements of direct cost that compose the performance period price under the contract. Performance period price elements will remain unchanged through the term of the contract.

SCHEDULE IDIQ-VI IDIQ CONTRACT PERFORMANCE PERIOD MARK-UP ELEMENTS

Schedule IDIQ-V provides the elements of mark-up for the ECM performance period of a project term. Mark-up elements will remain unchanged through the term of the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS/PROJECT SCOPE

This contract is to acquire under an energy savings performance, indefinite delivery/indefinite quantity contract (SUPER ESPC), energy conservation services to reduce the use of fossil energy by substituting photovoltaic (PV) systems and energy efficiency measures and to reduce associated utility costs (and related operations and maintenance costs) as specified in each delivery order issued against this contract. PV technology coupled with energy conservation measures that are used to reduce the energy load at the facility and thereby optimize the life-cycle cost of the entire power producing and power-consuming system is envisioned as being ordered. The Contractor shall be responsible for providing all labor, material, and capital to install the PV and energy efficiency systems. The PV systems may be comprised of some or all of the following components: photovoltaic (PV) modules, batteries, controllers, engine generators (or interfacing the PV system with a facility provided engine generator) and an inverter. The contractor shall also be responsible for the associated energy conservation technologies needed to optimize the systems performance as specified in each delivery order's term, providing operations and maintenance as specified within each delivery order. Any order filled under this contract must include a PV system that represents at least 33% of the total cost of hardware and services being supplied. The PV system must include PV modules and may include batteries, controllers, inverters, and any other hardware necessary for the PV system to operate as a power system. The scope of the contract includes all Federally-owned facilities located in the United States and U.S. Territories unless otherwise restricted by each delivery order. The non-renewable energy cost savings provided by a delivery order project against this contract must be verified annually.

The cost of an optimized PV project must be covered by the reduced energy and related operation and maintenance cost savings incurred at the Federal-owned facility. Following are examples of acceptable source of reduced energy and related operations and maintenance costs that can be considered:

(1) Potentially avoidable costs:

- (a) Fuel or utilities energy costs for the conventional system being replaced. This included all types of fuel. If the replacement system saves water, the cost of the water saved can be included.
- (b) The cost of all materials and labor used to maintain the system being replaced. This would include the cost of oil, filters, replacement parts, etc.
- (c) The cost of fuel transport. this includes the cost of labor to transport fuel, the cost of the fuel to power the vehicle to transport the fuel, and the cost of the maintenance of the vehicle.
- (d) The cost of (UPS) systems or batteries, or other methods to maintain reliability of the conventional system being replaced by the photovoltaic system.
- (e) The cost of ratchet charges or peak demand charges from a utility company, to the extent the photovoltaic system will carry the load during the peak periods.
- (f) The cost of savings resulting from the application of a lower cost unit rate due to improvement of the load power factor from the application of the PV system.
- (g) For a site that is scheduled to be developed, as long as the PV system is replacing another system which was planned and budgeted for, the avoided and budgeted for, the avoided cost of building, designing and installing the alternative system is an acceptable cost savings.
- (h) The cost of personnel to operate a conventional energy system during a critical experiment or activity or time of day.
- (i) The cost of trenching, patching and diverting traffic to install, upgrade or repair a conventional system. This is particularly applicable for outdoor lighting systems.

(2) Contingencies based on probability of future costs:

(a) If an agency has budgeted for contingencies, such as a possible fuel spill, and the PV system will eliminate the need for this contingency, the present value of such a budgeted item is a cost savings. If the agency does not budget for such contingencies, then it is not a cost savings.

(b) If the agency has budgeted for upgrades and overhauls of the conventional system (such as replacing an electric line or replacing underground fuel storage tanks with above ground tanks) and this expense would be avoided by the PV system, the present value of the budgeted amount is considered a cost savings.

(3) Environmental Externalities:

(a) If the PV system provides a means to offset the cost of air emissions permits or impending fines, these offset costs are considered cost savings.

(b) If the agency, state or local government or Utility offers any cash incentive for avoided air pollutants or reduced greenhouse gas emissions that will be provided by the PV system, these are considered cost savings.

The scope of this IDIQ contract includes all Federally owned facilities located in the United States and its territories. Delivery orders against this IDIQ contract may be issued by any authorized Contracting Officer for a Federal agency in accordance with the Ordering clause at Section B.4(a)

Specific projects to be procured by issuance of delivery orders against this contract shall be defined by the ordering agency contracting office is a Delivery Order Request for Proposal (DO RFP) format which has been developed by DOE for use by any agency Contracting officer requesting it, or in a comparable, usable and consistent format developed by the ordering agency. Any changes and/or additions to the required IDIQ contract terms and conditions included in the DO RFP shall be made in accordance with what is permitted by the contract terms and conditions. (See Section H.23.)

C.2 PHOTOVOLTAIC\ENERGY CONSERVATION MEASURES (PV/ECMs)**C.2.1 Types of PV \Energy Conservation Measures**

This contract and its delivery orders provide for the use of the following types of PV energy systems:

- PV modules to generate electricity to meet a direct load.
- PV modules with battery storage.
- PV modules with battery storage and generator back-up (where the PV and generator charges the batteries).
- A grid connected system which feeds the power into the customer side of the utility meter during off-peak hours.

C.2.2 Other Types of Energy Conservation Measures

In addition, this contract and its delivery orders provide for the use of additional energy conservation measures which are needed for the purpose of supply/demand system optimization. The objective is to develop an optimized energy system, in terms of both energy supply and demand. An optimized system will result in the best value delivered to the Federal Government and will have an effect on the energy savings delivered to the Government as a result of the use of the renewable energy system identified above. The contractor shall also possess the capability to implement these additional ECM's:

1. Boiler Improvements, such as, but not limited to
 - boiler control improvements
 - upgrade of natural gas-fired boilers with new controls
2. Chiller Improvements, such as, but not limited to
 - chiller retrofits or replacements
3. Building Automation Systems (BAS) / Energy Management Control Systems (EMCS), such as, but not limited to
 - HVAC upgrade from pneumatics to Direct Digital Control (DDC)
 - Upgrade or replace existing EMCS system
4. Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and EMCS) such as, but not limited to
 - packaged air conditioning unit replacements
 - HVAC damper and controller repair or replacement
 - replace air conditioning and heating units with heat pumps
 - window air conditioning replacement with high efficiency units
 - cooling tower retrofits or replacements
 - economizer installation
 - fans and pump replacement or impeller trimming
 - thermal energy storage
 - variable air volume (VAV) retrofit
5. Lighting Improvements, such as, but not limited to
 - interior and exterior lighting replacements
 - lighting control improvements
 - occupancy sensors
 - LED exit sign installation
 - daylighting
6. Building Envelope Modifications, such as, but not limited to
 - insulation installation
 - weatherization
 - window replacement
 - reflective solar window tinting
7. Chilled Water and Chilled Water Piping Systems, Hot Water and Steam Distribution Systems, such as, but not limited to
 - hot water heaters
 - steam trap maintenance and replacement
8. Electric Motors and Drives, such as, but not limited to
 - motor replacement with high efficiency motors
 - variable speed motors or drives
9. Refrigeration, such as, but not limited to
 - replace ice/refrigeration equipment with high efficiency units

10. Electrical or Cogeneration Systems, such as, but not limited to
 - Natural Gas Fired Generator with Heat Recovery for Producing Steam
 - Peak shaving
11. Renewable Energy Systems, such as, but not limited to
 - photovoltaic system installation
 - solar hot water system installation
 - wind energy system installation
 - passive solar heating
12. Electric Distribution Systems, such as, but not limited to
 - transformers
 - power quality upgrades
 - power factor correction
13. Water and Sewer Conservation Systems, such as, but not limited to
 - low-flow plumbing equipment
 - water efficient irrigation
 - on-site sewer treatment systems
14. Rate Reduction and Auditing Services, such as, but not limited to
 - energy service billing and meter auditing

C.2.3 Restrictions on proposed PV systems and ECMs.

PV/ECM's installed by the contractor shall not do the following:

1. Result in an adverse effect upon the quality of the human environment (e.g. requires the preparation of an Environmental Impact Statement) or violates any Federal, State, or local environmental protection regulations
2. Degrade performance or reliability of existing Government equipment
3. Jeopardize the operation or environmental conditions of existing systems or areas such as dedicated computers or computer rooms;
4. Increase water consumption; e.g., once through fresh water cooling systems (note: evaporative cooling technologies may be considered where environmentally appropriate);
5. Result in cogeneration or electrical generating project that produces electrical power exceeding that required by the delivery order federal site;
6. Reduce extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency back-up;
7. Violate current versions of national (i.e., National Electric Code, Uniform Building Code, National Historic Preservation Act, etc.), State or local building codes.
8. Creates unsafe conditions or otherwise negatively impacts government facilities, operations, and/or personnel.

Any additional restrictions on ECM's will be specified in delivery orders issued under the contract.

Any additional restrictions on installed PV and ECM's will be specified in delivery orders issued against the contract.

C.2.4 Contract Requirements for PV & ECMs

Installed ECMs shall not only comply with contract requirements, but also with the requirements of each delivery order. Requirements also incorporate all Government approved contractor submittals, including equipment design and installation specifications, compliance with codes and standards, design drawings, installation schedules, startup and testing procedures, operating and maintenance procedures, and any other submittals incorporated in delivery orders issued under the contract.

C.3 FACILITY PERFORMANCE REQUIREMENTS OF PV/ECMs

Installed PV and related ECM's shall meet the performance requirements specified below unless stated otherwise in a specific delivery order:

C.3.1 Environmental & Lighting Conditions: Modifications to facility systems and environmental control systems shall not be permitted to exceed the ranges for Standards of Service specified in a specific delivery order. Where automated control of environmental conditions are to be installed, the occupants must have the ability to override the system to accommodate required overtime work.

C.3.2 Standards of Service: Installed ECM's shall comply with the Standards of Service required for facilities as specified in each delivery order. The standards of service will include acceptable ranges, of operating and system parameters, and other related factors. Capacity of the power system to provide for the load shall be at least as great or greater than that of the existing system. Notwithstanding the previous sentence, the contractor shall add soft motor starts and other technologies for minimizing the peak demand of the load and the size of the power conditioning equipment needed to meet the load.

C.4 MEASUREMENT AND VERIFICATION OF PV SYSTEMS & ECM PERFORMANCE

This section provides an overview of the different measurement and verification (M&V) procedures and options that the contractor may be required to follow at different Federal facilities where they install PV and ECMs. Each delivery order awarded shall specify the specific M&V requirements and procedures that shall apply to the delivery order based on various factors such as type of PV & ECM, projected value of energy savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the Federal agency and the contractor.

The contractor shall comply with the version of the DOE/FEMP M&V Guidelines for Federal Energy Projects in effect at the time of delivery order award. (Note: the M&V guidelines currently only address energy conservation measures).

C.4.1 M&V General Approach

Measurement and verification (M&V) of projects has two components:

1. Confirming that (a) the baseline conditions were accurately defined and; (b) the proper equipment/systems were installed and they have the potential to generate the predicted savings. This confirmation verifies the PV & ECM's potential to perform.
2. Determining the actual energy savings achieved by the installed PV & ECM which verifies the ECM's performance.

The general approach to verifying baseline and post-installation conditions involves inspections, spot measurement tests, renormalized computer models, short and long term monitoring, and/or commissioning activities.

The general approach to determining non-renewable energy savings involves comparing energy use associated with a facility, or certain systems within a facility, before and after installation of the PV and ECMs. The before case is called the baseline. The after installation case is called the post-installation case. Therefore,

$$\text{Energy savings} = \text{baseline energy use} - \text{post installation non-renewable energy use}$$

As the ESPC program is based on "pay for performance," each PV & ECM or site covered by a delivery order has a site-specific verification plan to determine the achieved savings. For each site, the project baseline and post installation energy use are defined using a combination of metering, billing analysis and/or engineering calculations. In addition, values for certain factors affecting energy use and savings, and that are beyond the control of the contractor, may be stipulated by the Federal agency.

After each project is installed, the contractor shall submit a report that defines projected energy and other dollar savings for the first year. Typically, first year payments to the contractor will be based on the projected savings values submitted in the report. The post installation report must be accepted and approved by the Federal agency.

For the remaining years of the delivery order term, the contractor provides annual (or at some other regular interval) "true-up" reports. These reports include inspection documentation of the installed equipment/systems and (perhaps) updated savings values using data obtained and analyzed during each year of the delivery order. As necessary, previous year's payments would be reconciled based on the results of the annual report. Future year's payments would be calculated based on information in the annual report.

C.4.2 Baseline Energy Use

Baseline conditions may be defined in the delivery orders by either the Federal agency or the contractor. If the baseline is defined by the Federal agency, then the contractor will have the opportunity to verify the baseline. If the baseline is defined by the contractor then the Federal agency will verify the baseline.

C.4.3 Post Installation Energy Use - Initial Verification

Post installation energy use will be based, in part, on verification by the contractor and the Federal agency that the proper equipment/systems were installed, are operating correctly, and have the potential to generate the predicted savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

System/equipment commissioning shall be completed by the contractor.

C.4.4 Post-Installation Energy Use - Determining Non-renewable/Conventional Energy Savings Performance and Regular Interval Verification

The contractor and Federal agency, at defined intervals during the term of the delivery order, will verify that the installed equipment/systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings.

There are numerous factors that can affect energy savings during the term of a delivery order, such as weather, operating hours, etc. In general, but not always, an ESPC delivery order objective will be to adjust the baseline energy use up or down for factors beyond the control of the contractor (e.g., building occupancy, weather) and adjust the post installation energy use for contractor-controlled factors (e.g., maintenance of equipment efficiency).

Therefore, in order to calculate energy savings, the Federal agency may, under certain circumstances, stipulate the value of factors that may vary during the term of the delivery order. For example, the number of hours that lights are on could be assumed.

For other projects, continuous or regular interval measurements may be collected throughout the term of the delivery order to determine energy savings and/or production. For example, the amount of power generated by PV could be continuously metered.

C.4.5 M&V Option and Method Required for Specific Project

Each delivery order shall specify the M&V option(s) and method(s) that will be used for the project(s) covered by the delivery order as well as any other specific details relevant to the M&V of the projects(s) or PV and ECMs.

C.4.6 M&V Activities

The contractor shall perform the following required M&V activities:

1. Define a site-specific plan for the particular project being installed once the project has been fully defined and the detailed energy survey is completed; this will occur before the delivery order is awarded and the plan will be incorporated into the delivery order.
2. Define pre-installation baseline including (a) equipment/systems, (b) baseline energy use, (c) system performance factors (e.g., temperature setpoints, time clock settings, water use, etc.), and/or (d) factors that influence baseline energy use, which may include site surveys, spot--short term or long term metering, and/or analysis of billing data. The definition of pre-installation baseline may occur before or after the delivery order is awarded.

3. Define post installation including (a) equipment/systems, (b) post installation energy use and/or (c) factors that influence post installation energy use which may include site surveys or spot--short-term or long-term metering, analysis of billing data, and/or engineering calculations.
4. Conduct annual M&V activities to verify operation of the installed equipment/systems and/or calculation of current year's energy savings.

C.5 INSTALLATION REQUIREMENTS FOR PV/ECMS

C.5.1 PV and ECM Installation Plans

a) The contractor shall prepare and submit PV and ECM installation plans to the Federal agency for review and approval prior to starting PV and ECM installation in accordance with the Reporting Requirements Checklist. Installation plans may be required to be certified by a registered engineer to assure compliance with applicable building codes and Federal agency design standards. The delivery order will specify site specific requirements of PV and ECM installation plans. The contractor is responsible for the technical adequacy of its work. Acceptance of the installation plans by the Government shall not relieve the contractor of the requirement for adequacy of its design and installation work.

b) The Installation plan due date will be specified in the delivery order. Upon approval of the installation plan, bonds will be required in accordance with Special Contract Requirement H.34.

c) PV/ECM installation plans shall be prepared and include, at least the following, unless otherwise specified in the delivery order:

1. Manufacturer's Data. For all PV/ECM equipment to be installed the contractor shall provide the manufacturer's descriptive literature of equipment including drawings, diagrams, performance and characteristic curves, and catalog cuts.

2. Shop Drawings. Shop drawings shall be prepared by the contractor, subcontractor, or any lower-tier subcontractor showing in detail:

- The installation (i.e., form, fit, and attachment details) of the interface between ECM equipment and existing Government equipment.
- The location of installed equipment on building floor plans.
- Certification of ECM Compliance with Building Codes and Standards. The Contractor shall provide registered engineer certification that ECMs comply with all applicable building codes and standards. ECM installation plans submitted to the Contracting Officer without evidence of the professional engineer (PE) certification required to demonstrate compliance with applicable building codes, may be returned for resubmission.

3. Planned Service Interruptions. If any utility services must be discontinued temporarily to install work, such interruptions shall be described and indicated on the project installation schedule (see subparagraph 6 below). The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification.

4. Site Plan and Compliance with Base Exterior Architectural Plan. If an ECM involves the installation of facilities or exterior structures, the contractor shall provide a site plan showing its location. The Contractor shall also provide a plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.
5. Acquisition of Permits. For any ECM installation requiring permits from regulatory agencies (i.e., hot-work permit for welding), the contractor shall provide its plan and schedule for acquiring such permits.
6. Installation Schedules. The installation schedule shall show the order in which the contractor proposes to perform the work and the dates on which the contractor contemplates starting and completing all major milestones (including acquiring materials, equipment, permits). The schedule shall be in a form of a progress chart of suitable scale to indicate the amount of work scheduled for completion by any given date during the installation period.
7. One line electrical diagrams
8. Bill of materials

C.5.2 Design and Construction Standards

1. Each delivery order issued will specify design and construction applicable to site or agency specific facility requirements. As a minimum, all ECMs, work, equipment and materials required for ECM installation shall comply with the most recent issue of the following standards:
 - National Electric Code (NEC).
 - National Electrical Safety Code (NESC).
 - National Fire Protection Association (NFPA) Standards including, but not limited to NFPA 101 - Life Safety Code.
 - U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) Standards.
 - National Electrical Manufacturers Association (NEMA).
 - Underwriters Laboratory (UL).
 - American Institute of Architects (AIA) Masterspec
 - National Historic Preservation Act, as applicable
 - Air Conditioning and Refrigeration Institute (ARI) Standards
 - American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standards
 - Illuminating Engineering Society of North American (IES) Standards
 - Uniform Building Code (UBC)
 - Uniform Plumbing Code (UPC)
 - Other design standards required by the Federal Agency issuing the Delivery Order.
2. No requirement of this solicitation shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the Agency Contracting Officer for clarification prior to proceeding with the work.

3. If conflicts between codes and/or standards exist, the Agency Contracting Officer's Representative and applicable authority having jurisdiction shall determine the appropriate code to follow.

C.5.3 PV/ECM Quality Control Inspection Program

- a) The contractor shall be responsible for quality control during installation of PV/ECMs. The contractor shall inspect and test all work performed during PV/ECM installation to ensure compliance with the delivery order's performance requirements. The contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for utility or other regulatory agencies. The Contractor shall prepare a Quality Control Inspection Program for review and acceptance by the Government. The PV/ECM Quality Control Inspection Program shall be prepared and submitted with the PV/ECM Installation Plan in accordance with requirements set forth in each delivery order.
- b) The PV/ECM Installation Quality Control Inspection Program shall detail the procedures, instructions, and reports that ensure compliance with the delivery order and this indefinite quantity contract. This plan shall include as a minimum:
 1. The quality control organization, in chart form, showing the relationship of the quality control organization to the contractor's organization.
 2. Names and qualifications of personnel in the quality control organization.
 3. Area of responsibility and authority of each individual in the quality control organization.
 4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide.
 5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals for delivery order compliance, including the name of the person(s) authorized to sign the submittals for the Contractor, as complying with the delivery order requirements.
 6. An inspection schedule, keyed to the installation schedule, indicating necessary inspections and tests, the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.
 7. The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose. The Contractor shall include a status log listing all submittals required by the inspection plan and stating the action required by the Contractor or the Government. The Contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the delivery order requirements.

C.5.4 Environmental Protection

PV and ECMs shall cause no adverse impacts upon the quality of the human environment. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water quality and use are examples of various areas of concern at the project site. Any planned building modifications shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, state, and local environmental protection regulations. Refer to Special Contract Requirement H.21, titled "Environmental Protection." The delivery order will identify specific known hazardous waste handling and storage requirements.

The contractor shall comply with applicable Federal, state and local laws and with the applicable regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Agency Contract Officer. Authorized Government officials may inspect any of the contractor's work areas on a notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also clean up any oil spills, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of Government or civilian personnel.

The contractor shall prepare at its expense all documentation necessary to acquire permits to comply with all applicable Federal, state and local requirements prior to implementing affected ECMs in the performance of a delivery order. The contractor shall not receive a notice to proceed with installation until all environmental protection requirements contained in the IDIQ contract and a delivery order have been satisfied.

The contractor shall comply with 40 Code of Federal Regulations (CFR) Section 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by a delivery order.

C.5.5 Service Interruptions

- a. For any planned utility service interruptions, the Contractor shall furnish a request to the Agency Contracting Officer's designated representative for approval at least fifteen (15) working days in advance or as specified in the delivery order. The request shall identify the affected buildings and duration of planned outage.
- b. The Government will coordinate with affected tenants and customers as applicable.
- c. If the discontinued service is due to any emergency breakdown, the Contractor shall notify the Agency Contracting Officer's designated representative as soon as possible and the Government will notify those affected tenants and customers as applicable.
- d. Federal agencies may have additional requirements that apply to specific delivery orders. These additional requirements may include liquidated damages for violations of service interruption provisions as specified in each particular delivery order.

C.5.6 As-Built Drawings

After completion of installation and Government acceptance of installed PV and ECMs, the Contractor shall submit as-built drawings to the Agency Contracting Officer or designated representative in accordance with agency standards or specifications identified in the delivery order.

C.6 OPERATION OF PV/ECMS

C.6.1 Contractor installed PV and ECM operations work includes all work and costs associated with operating energy producing and consuming systems. The operations work effort shall include operations tasks at specific stations, continuous or periodic equipment monitoring, and minor on-line equipment adjustments required to achieve all facility, PV systems and energy conservation performance requirements of this contract.

C.6.2 Unless specified otherwise in the delivery order, the Contractor shall be responsible for operation of all PV and ECMs installed. Installed PV and ECMs shall include all contractor installed equipment and those portions of Government equipment which have been modified or replaced to achieve proposed PV and ECM performance. Examples of exceptions that may be specified in a delivery order are:

1. If the new operations work requirement for Contractor installed PV and ECMs is similar to an existing operations work requirement for Government-owned equipment and does not have an impact on Government resources, the Contractor may request the Government in its proposed PV and ECM to perform operations work on Contractor-installed equipment. The Government reserves the right not to accept operations work on installed PV and ECMs.
2. The Contractor finds it advantageous and proposes to assume responsibility for an operation of Government equipment to ensure that the PV and ECM will be implemented properly to reduce energy consumption. Any operations work provided by the contractor on Government-owned equipment shall be at the Contractor's expense.
3. The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain operations responsibility of the installed PV/ECMs.

C.6.3 When the implementation of an PV and ECM results in a change in an existing operation's work affecting Government or Contractor equipment, the Contractor shall prepare a new written operations work procedure for approval by the Government. The due date for the operations work procedure will be specified in the delivery order. The Contractor shall train Government personnel in the new approved operations work procedure. The Government will permit its personnel to attend training sessions at reasonable times on the specific project site's premises.

C.6.4 The Government will use and operate Government-owned equipment, and Contractor equipment if Government assumes proposed operations work in C.7.2, 1. below, in accordance with operating procedures provided by the Contractor and approved by the Agency Contracting Officer. The Contractor shall monitor equipment performance.

- C.6.5** The Government will not move, turn off, or otherwise change any Contractor-owned equipment without the consent of the Contractor, unless such action is in accordance with the operation procedures provided by the Contractor; or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, or occupants of the facility.

C.7 MAINTENANCE OF PV/ECMS

- C.7.1** Maintenance work includes all work and costs associated with maintaining the delivery order's specific site energy producing and consuming systems. Maintenance work includes periodic equipment inspections, tests, calibrations, preventative maintenance tasks, and corrective maintenance actions required to ensure systems operate as intended.

- C.7.2** Unless otherwise specified in the delivery order, the Contractor shall be responsible for maintenance of all PV and ECMs installed. Installed PV and ECMs shall include all Contractor installed equipment and those portions of Government equipment that have been modified or replaced to achieve proposed PV and ECM performance. Examples of exceptions that may be specified in a delivery order are:

1. If the maintenance work is similar to an existing maintenance work requirement for Government-owned equipment and does not impact on Government resources, the Contractor may request the Government in its proposal to perform maintenance work on Contractor-owned equipment. The Government reserves the right to not accept the proposed responsibility for maintenance work on installed PV and ECMs. If the Government accepts PV and ECM maintenance responsibility, the Government reserves the right to provide the maintenance work in accordance with its own schedule rather than a Contractor-suggested schedule.
2. The Contractor proposes to assume responsibility for maintenance on Government-owned equipment in order to achieve proposed PV and ECM performance. The Contractor may propose to provide either total maintenance or a level of maintenance needed to augment the existing maintenance provided by the Government. Any maintenance work provided by the Contractor on Government-owned systems or equipment shall be at the Contractor's expense. If the Contractor has taken over repair as well as maintenance of Government-owned systems or equipment as part of a delivery order, the delivery order shall include a definition of repair responsibility.
3. The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain maintenance responsibility of installed PV/ECMs.

- C.7.3** When the implementation of a PV and/or ECM changes existing equipment maintenance schedules, the Contractor shall prepare a new written maintenance work procedure for approval by the Government. The due date for the maintenance work procedure will be specified in the delivery order. The Contractor shall train Government personnel in the new approved maintenance work procedure. The Government will permit its personnel to attend training sessions at mutually agreed to times on the specific project site's premises.

- C.7.4** The Government will maintain Government-owned equipment, and Contractor equipment if the Government assumes the proposed operations work in C.7.2, 1. above, in accordance with maintenance procedures provided by the Contractor and approved by the Agency Contracting Officer.
- C.7.5** The Government will not move, turn off, or otherwise change any Contractor-owned equipment without the consent of the Contractor, unless such action is in accordance with the maintenance procedures provided by the Contractor, or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, or occupants of the facility.

C.8 REPAIR OF PV AND/OR ECMS

- C.8.1** Repair work includes all labor, material and equipment associated with the replacement or rebuilding of facilities, systems and equipment required for PV/ECM performance, that have failed or are determined by the Government to be in a condition of imminent failure, and/or diminished PV/ECM performance.
 1. Contractor-Owned Items. When Contractor-owned facilities, systems, and equipment fail, the Contractor shall be responsible for repairs.
 2. Government-Owned Items. When Government-owned facilities, systems, and equipment fail, the Government will be responsible for repairs within a reasonable time period. The Contractor shall provide repairs, at no expense to the Government, if the Government-owned facilities, systems, and equipment failure is a result of actions on the part of the Contractor. The Contractor shall make repairs within a period of time as specified in the delivery order. If the Contractor elects to assume repair responsibilities for Government-owned systems or equipment as part of a PV and ECM proposal, the delivery order shall include a listing of the types of repairs that will be the Contractor's responsibility.

C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

- C.9.1** The Contractor shall establish a point of contact (name and phone number) for use by the Government in providing responses to Contractor equipment failures. The point of contact shall be available as specified in the delivery order throughout the delivery order's term. Initial telephone response to repair call messages shall be within the time frame specified in the delivery order. If a site visit is needed to repair equipment, repair personnel shall arrive on site within the time frame specified in the delivery order of the initial telephone response for non-emergency repairs or within the time frame specified within the delivery order for emergency repairs. Although normal contractor access is during the normal work hours specified for the specific site in the delivery order, the Contractor may be granted 24-hour per day access to the buildings for emergency work, unless otherwise restricted in the delivery order.
- C.9.2** Emergency maintenance and repair work is defined as specified in the delivery order.
- C.9.3** In the event the Contractor fails to respond as required in the delivery order or in the event of an emergency, the Government may perform emergency repairs to Contractor-owned equipment. The Contractor shall hold the Government harmless in such cases where the Contractor fails to respond in emergencies.

C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR PV AND ECMS**C.10.1 Operations and Maintenance Manuals**

The Contractor shall furnish operation and maintenance (O&M) manuals and recommended spare parts lists for O&M of the Contractor-installed PV and ECMS and modified Government equipment. O&M plans and spare parts lists shall be submitted per requirements set forth in the delivery order.

C.10.2 Government Personnel Training for PV and ECMS

1. Thirty (30) days prior to the installation completion, the Contractor shall train Government personnel as required to operate, maintain, and repair PV and ECM equipment and systems in the event of emergencies.
2. The Contractor shall train Government personnel to operate, maintain, and repair PV and ECM equipment ninety (90) days prior to the end of delivery order's term.
 - a. Training Program - General Requirements: The Contractor shall provide a training program for Government personnel as specified below. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of PV and ECMS. Training shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the delivery order's specified site(s) in facilities provided by the Government.

C.11 GOVERNMENT PROJECTS

There shall be no restriction on Government projects of any kind including those that may provide energy conservation equipment, the removal of existing energy consuming equipment, or the addition of new energy consuming equipment for mission needs. The Government shall notify the Contractor when Government projects are to be implemented which may impact the installation or operations of Contractor installed PV and ECMS.

C.12 AVAILABILITY OF UTILITIES

The Government will furnish water and electric current at existing outlets as may be required for the installation work to be performed under the delivery order at no cost to the Contractor. The Contractor at its expense and in a workmanlike manner satisfactory to the Agency Contracting Officer shall install and maintain all necessary temporary connections and distribution lines for each utility. Information concerning the location of existing outlets may be obtained from the Agency Contracting Officer or the Agency Contracting Officer's designated representative. The Contractor shall remove all the temporary connections, distribution lines, and associated equipment upon completion of the installation work.

C.13 CONTRACTOR-FURNISHED MATERIAL

The Contractor shall provide all materials and supplies necessary to perform the work as specified in the delivery order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (i.e., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

C.14 SALVAGE

All material and equipment which was identified in the Contractor's proposal for each PV/ECM to be removed or disconnected during the installation phase shall remain the property of the Government and shall be moved by the Contractor at its expense to a Government designated space for storage. The Government will identify the equipment it wants stored. Any material and equipment not to be stored and all debris resulting from the work under a delivery order shall be removed from the site by the Contractor at its own expense.

C.15 ASBESTOS AND OTHER HAZARDOUS MATERIALS

As part of each PV/ECM project proposed, it is preferred that the contractor include the cost of removal of any hazardous-containing material in each contractor-proposed PV/ECM that involves the removal of such. If the need for removal of hazardous material is known by the contractor, but the cost is not included in the PV/ECM project proposal, this need shall be identified by the contractor in the proposal.

Should the contractor propose and receive and award for a PV/ECM project, and hazardous material is identified after award, the contractor shall immediately stop work, take measures to reduce the contractor or building personnel contamination, and immediately notify the Agency Contracting Officer for the delivery order project and the building manager of the hazardous material condition and its location. The Government shall then either:

- (a) remove and dispose of the material itself, by its own personnel or by separate contract award; or
- (b) give the contractor the option of removing and disposing of the material at its expense, via a renegotiation of either the guaranteed savings and contractor payments for the project and/or the delivery order project term, or by separate award for the effort. If the contractor performs the effort, he shall be required to remove the hazardous material in the manner agreed upon by the parties, and any equitable adjustment necessary due to the change to or elimination of the PV/ECM involved to shall be handled as a delivery order modification.

Specific delivery order will specify the requirements if different than the above, and/or as known at time of award.

C.16 DISPOSAL

Debris, rubbish and nonusable material resulting from the work shall be removed from Government property by the Contractor at contractor expense, with especial care as indicated below:

C.16.1 Hazardous Material Handling and Disposal

Hazardous wastes resulting from contractor-owned material and equipment must be disposed of in accordance with the Resource Conservation and Recovery Act and all applicable Federal, state and local regulations. All shipping manifests for hazardous waste must be signed by the authorized Federal personnel